



## **ICLS Vendor Corporate Membership**

### **What is the ICLS:**

The International Cinema Lighting Society (ICLS) is a 501c6 Non-Profit Membership Organization built for cinematic lighting professionals who seek a supportive, technical, and inclusive knowledge-sharing community. Our members bring valuable, hands-on expertise to sets around the world and a desire to address gender and racial inequalities in entertainment. Founded in 2020 as a way to stay connected during the Pandemic, today the ICLS has over 200 members from 40 different countries. Our members are Gaffers, Rigging Gaffers, and Lighting Programmers. If you are interested in helping our community, there are a few options open to you.

### **Important Tax Information:**

The ICLS is a 501c6 Non-Profit Membership Organization, which means we do not have a tax exemption form to send you like other non-profit entities. For 501c6 organizations, membership fees are tax-deductible, but it is only members who can claim these fees as business expenses. Speak to a tax professional about any questions you may have concerns on this matter. Members are interested in becoming a Corporate Member, below you may find a few options for you to choose from.

### **Corporate Membership Tiers and Benefits:**

We have created different tiers for Corporate Members to maximize the potential for creating mutually beneficial relationships between the ICLS and vendors.

***All Corporate Membership is in USD and lasts 12 months from receipt of cleared funds.***

**Tier/Benefits Matrix:**

	<b>Tier 1 (\$15,000)</b>	<b>Tier 2 (\$10,000)</b>	<b>Tier 3 (\$5,000)</b>	<b>Tier 4 (\$2000)</b>
<b>Homepage Logo Placement</b>	X	X	X	X
<b>Presentation Slot at ICLS Tradeshow</b>	X	X	X	X
<b>Vendor Discord Channel</b>	X	X	X	
<b>Instagram Corporate Member Shoutout</b>	2	1		
<b>120 Minute Premium Presentation with Q&amp;A</b>	2	1		
<b>Featured Video on the Hub</b>	1			
<b>Interaction Data</b>	X			

**Benefits Description:**

**Homepage Logo Placement:**

Your logo/brand displayed in an egalitarian position on our homepage, standing proudly alongside the founding Corporate Members and patrons of the ICLS.

**Presentation Slot at ICLS Trade show:**

This is a 20 minute live or pre-recorded presentation to the ICLS and its members at one of our exclusive Showcase Trade show days. Trade show slots are allowed based on availability and previous presentations.

**Dedicated Discord Channel:**

Direct, real-time interaction with end users and customers of your products and services. Instantly turn around technical hiccups and improve your brand's image.

**Instagram Corporate Member Shout-out:**

Who is not tracking their likes on Instagram? - Launching a new product? Let the ICLS tell the world!

**120 Minute Premium presentation w/ Q&A slots:**

Show and tell your latest and greatest! After an hour of demonstrating why our ICLS membership need to buy from your product range; an hour of Q&A gives you honest and indispensable feedback from your target audience. These premium presentation slots are always scheduled with the highest attendance in mind to get your products in-front of as many industry professionals as possible.

**Featured Video on the Hub:**

The opportunity to have your presentation to the ICLS be a featured video on the Hub (the private video archive of the ICLS) for one month.

**Interaction Data:**

You will get access to interaction data for your Discord channel, and the option to run polls during your presentations and access to the data afterwards. *What is not included in this data is any information about members including but not limited to: membership lists, membership emails.*

**Corporate Membership Tier Description:****Tier 4 (\$2,000)**

Tier 4: Places your logo with a link to your website on our homepage. All vendor logos will be displayed equally sized, without giving priority to any one particular vendor nor the amount of contribution. In addition to mutually exchanging logos to display association, we will invite all Tier 4 vendors to take part in our Showcase Trade Shows. A Showcase Trade Show Presentation gives you 20 minutes to present at one of our dedicated Trade Show Saturday Zoom meetings to our membership. Nestled between two other vendors displaying their latest products and software updates, you'll have an opportunity to point our members at your website and drive sales to your distributors around the world.

**Tier 3 (\$5,000)**

Tier 3: Gives you access to all of the benefits of Tier 4 plus a dedicated Discord channel in which to reach out and talk to our membership in real time. Use this platform to share new product releases, firmware updates, provide technical support and sign post all sales queries from our membership. Our membership can subscribe to your notifications, so

an @vendorX tag in a post gets pushed to members' phones and tablets, keeping them up to date with what's happening with your organization or company.

### **Tier 2 (\$10,000)**

Tier 2: Builds on the benefits received from Tiers 4 and 3. We will use our Instagram and Facebook social media accounts to promote your products and services. ICLS will work with your team to ensure your shout-out is timed to perfection with your product launch or new features release. In addition to everything above, you will be invited to present to our membership for 2 hours during one of our premium Saturday meetings. - A full hour to display your latest and greatest, followed by an hour of live Q&As from our membership, giving you direct communication to the men and women using your products every day. Use this time to explore prototype product ideas, spread the message about what's being launched soon and drive discussion to your Discord channel to continue the conversation without any time constraints.

### **Tier 1 (\$15,000)**

Tier 1: Comes with all of the benefits of Tiers 4, 3 and 2, but provides double the airtime at our dedicated Saturday meetings and twice the social media presence connecting directly with your products' user base. Four hours of presentation are divided into two dedicated Saturdays. We suggest 1 hour to present, followed by another hour of questions and answers from Gaffers, Rigging Gaffers, Console Programmers from around the world.

### **Corporate Membership Selection:**

Thank you for choosing to make a contribution to the ICLS! Please complete this form, including the level at which you wish to Corporate Member the ICLS, the Terms and Conditions, and how you wish to make your contribution. Once you have done this, please send a copy of the signed form to [info@iclsociety.com](mailto:info@iclsociety.com). Thank you!

### **Select the level of Corporate Membership you're interested in:**

- Tier 1 (\$15,000 USD)
- Tier 2 (\$10,000 USD)
- Tier 3 (\$5,000 USD)
- Tier 4 (\$2,000 USD)

### **Select how you would like to make your contribution:**

- Write the ICLS a Check
- Send the ICLS a Wire
- Pay via Quickbooks (option for Tiers 3 & 4)

**Please sign this form and complete the attached ICLS Vendor Information Form and NDA.**

**Once these forms are complete, we will reach out to complete payment.**

**Read Through Our Terms and Conditions before Signing:**

- Corporate Members must comply with all applicable copyright and intellectual property laws, as well as any related guidelines issued by the ICLS. Corporate Members shall not take screenshots, record or otherwise duplicate images, comments or content from membership meetings, all of which is confidential.

- Corporate Members will uphold trust and confidentiality regarding information disclosed in member-only forums or in the course of other member communications. Each Corporate Member agrees that such information is confidential and does not become the property of the Corporate Member. Corporate Members agree to maintain the confidentiality of all confidential information using the same degree of care they use to protect their own confidential information.

- Corporate Members understand that should they cancel a presentation with less than three (3) weeks notice (21 days), they forfeit that presentation slot. Unless they find and coordinate a presenter to fill their spot. In which case, their presentation can be rescheduled without penalty a total of two times. A third reschedule of a presentation is an automatic forfeit of the presentation slot regardless of time preceding the presentation.

**Vendor Name:** \_\_\_\_\_

**Vendor Signature:** \_\_\_\_\_

**Date Signed:** \_\_\_\_\_

**Thank you!**



## ICLS Vendor Information Sheet

Company Name		
Contact Name		
Contact Phone		
Contact Email		
Company Address		
		Country:
Website		

Accounting Contact		
Accounting Phone		
Accounting Email		
Products & Services		
Additional Information		

ICLS Member Rep		
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**CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT  
(ICLS CORPORATE MEMBER)**

This Confidentiality and Non-Disclosure Agreement (“NDA”) is made this \_\_\_ day of \_\_\_\_\_ 2023 (“**Effective Date**”), by and between International Cinema Lighting Society, a nonprofit mutual benefit corporation (“**ICLS**”) and \_\_\_\_\_ (“**Corporate Member**”).

For and in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties hereto agree as follows:

1. Confidential Information

- (a) Corporate Member hereby acknowledges the Corporate Member will participate in the development of or be acquainted with confidential or proprietary information and trade secrets related to the business of ICLS, including, but not limited to: (i) the identity, lists or descriptions of any current, past or prospective clients or customers, referral sources or suppliers; financial statements; marketing plans, initiatives, proposals, presentations and related materials; cost reports or other financial information; contracts, contract proposals or bidding information; business plans, proposed service offerings; training and operations methods and manuals; personnel records or information; intellectual property; reports and correspondence; policies and other procedures, including related forms and manuals; (ii) confidential or non-public information relating to business operations, research and development, contracts and strategic plans of third parties with which ICLS has or may be assessing commercial arrangements; and (iii) all other tangible and intangible property, which is used in the business and operations of ICLS but not made public. The information and trade secrets relating to the business of ICLS described hereinabove in this paragraph are hereinafter referred to collectively as the “**Confidential Information**,” provided that the term Confidential Information shall not include any information (A) that is or becomes generally publicly available (other than as a result of violation of this NDA by Corporate Members), or (B) that Corporate Member receives on a non-confidential basis from a source (other than ICLS) that is not known by Corporate Member to be bound by an obligation of secrecy or confidentiality to ICLS.
- (b) Either during or after the term of Corporate Member’s relationship with ICLS, Corporate Members shall not: directly or indirectly disclose, use, or make known for Corporate Member’s or another’s benefit any Confidential Information. In the event that Corporate Members is required to disclose Confidential Information under applicable laws or regulations or judicial or administrative proceedings, Corporate Member, prior to any such disclosure, shall provide immediate written notice to ICLS sufficient to permit ICLS to seek an appropriate protective order or other such remedy, and Corporate Members shall cooperate with ICLS in seeking such a protective order or other such remedy. In the event that a protective order or other such remedy is not obtained, Corporate Member may disclose the Confidential Information only to the entity entitled to the Confidential Information in accordance with the legal order and only that portion of the Confidential Information that Corporate Member, when advised by counsel, is legally required to be disclosed.
- (c) Corporate Member shall immediately notify an appropriate officer of ICLS of any information which becomes known to Corporate Member which indicates that an unauthorized disclosure or use of Confidential Information may have occurred or is likely to occur.

- (d) All Confidential Information disclosed by ICLS is and at all times will remain the sole and exclusive property of ICLS. Upon ICLS's request, or upon termination of Corporate Member's relationship with ICLS for any reason, Corporate Member shall immediately return to ICLS, its successors or assigns (and will not keep in Corporate Member's possession, recreate or deliver to anyone else) all Confidential Information and other ICLS property, including, but not limited to, software, devices, records, data, notes, reports, proposals, lists, correspondence, specifications, other documents or property, or reproductions of any aforementioned items, in whatever form maintained. Corporate Member further agrees to cooperate fully with ICLS and its representative(s) or designee(s) to ensure that all Confidential Information is removed permanently from Corporate Member's personal electronic devices.
2. Discord Server; Hub; Meetings. To the extent applicable, Corporate Member shall abide by the following provisions in its use of the Discord channel and server ("**Discord Server**") and the "**Hub**" collectively managed by ICLS, and its attendance at any meetings held by ICLS ("**Meetings**"):
- (a) Corporate Member shall not share any of the content from the Discord Server, Hub or Meetings with anyone outside of ICLS.
- (b) Corporate Member acknowledges and agrees that all content on the Discord Server and the Hub, and any information shared during any Meetings, is Confidential Information and shall not be shared outside the Discord Server and the Hub, or anyone outside of ICLS, in accordance with the terms of Section 1 above.
- (c) Corporate Member acknowledges and agrees that if Corporate Member shares information from the Discord Server, the Hub or Meetings, Corporate Member shall be removed from the Discord Server, the Hub and/or the Meetings, and Corporate Member's relationship shall fall under review by the Board of Directors of ICLS as a violation of this NDA or any Code of Ethics provided to Corporate Members.
- (d) Corporate Member acknowledges and agrees that if the Board of Directors of ICLS decides that Corporate Members be permanently banned from the Discord Server, the Hub or any Meetings, Corporate Member's relationship to ICLS shall be revoked, and Corporate Member shall subsequently lose all access granted to the Discord Server, the Hub or any Meetings by Corporate Member's relationship.
- (e) Corporate Member acknowledges and agrees that Corporate Member shall not be entitled to a refund of any funding provided to ICLS in connection with the violation of the terms of this NDA.
- (f) When interacting with other ICLS members on the Discord Server or ICLS Hub, or during any Meetings, Corporate Member shall uphold all aspects of the Code of Ethics as may have previously been agreed to during the membership process.
3. Representations; Acknowledgements. Corporate Member recognizes and acknowledges that: (i) Corporate Member will have access to Confidential Information as a member of ICLS; (ii) ICLS has a compelling and legitimate interest in protecting against the use or disclosure of its Confidential Information; (iii) the restrictions and limitations set forth in this NDA have been narrowly drafted to protect only the legitimate business interests of ICLS; and (iv) Corporate Member has signed this NDA knowingly and voluntarily and not as a result of any coercion or duress.
4. Breach; Injunctive Relief. If Corporate Member violates any provision of this NDA, ICLS shall have the right to terminate any existing agreement with Corporate Member, and ICLS



shall be entitled to receive from Corporate Member reimbursement for any and all damages caused by such breach, including, without limitation, attorneys' fees and costs. In addition, Corporate Member hereby expressly acknowledges and agrees that any breach or threatened breach of any provision of this NDA will result in substantial, continuing and irreparable injury to ICLS and that a remedy at law for any breach or threatened breach of the provisions of this NDA would be inadequate and, therefore, agrees that ICLS shall be entitled to injunctive relief in addition to any other available rights and remedies in cases of any such breach or threatened breach (and Corporate Member hereby waives any requirement that ICLS, as applicable, provide a bond or other security in connection with the issuance of any such injunction); provided, however, that nothing contained herein shall be construed as prohibiting ICLS from pursuing any other rights and remedies available for any such breach or threatened breach.

5. Notices. All notices which are required or may be given pursuant to the terms of this NDA shall be in writing and shall be sufficient in all respects if given in writing and (i) delivered personally, (ii) mailed by certified or registered mail, return receipt requested and postage prepaid, or (iii) sent via a nationally recognized overnight courier, if to ICLS at ICLS's principal place of business, and if to Corporate Member, at Corporate Member's home or business address most recently filed with ICLS, or to such other address or addresses as either party shall have designated in writing to the other party hereto, provided, however, that any notice sent by certified or registered mail shall be deemed delivered on the date of delivery as evidenced by the return receipt.
6. Governing Law. This NDA shall be governed by and construed in accordance with the laws of the State of California. Corporate Member hereby consents to the personal jurisdiction of the state and federal courts in the State of California for any lawsuit, claim or proceeding arising out of or relating to this NDA.
7. Severability. If any part of this NDA is held by a court of competent jurisdiction to be invalid, illegible or incapable of being enforced in whole or in part by reason of any rule of law or public policy, such part shall be deemed to be severed from the remainder of this NDA for the purpose only of the particular legal proceedings in question and all other covenants and provisions of this NDA shall in every other respect continue in full force and effect.
8. Waiver. Failure of ICLS to insist upon strict compliance with any of the terms, covenants or conditions hereof shall not be deemed a waiver of such term, covenant or condition, nor shall any waiver or relinquishment of any right or power hereunder at any one or more times be deemed a waiver or relinquishment of such right or power at any other time or times.
9. Entire Agreement; Modifications. This NDA constitutes the entire and final expression of the agreement of the parties with respect to the subject matter hereof and supersedes all prior agreements, oral and written, between the parties hereto with respect to the subject matter hereof. This NDA may be modified or amended only by an instrument in writing signed by both parties hereto.
10. Survival. The provisions of this NDA shall survive termination of Corporate Member's relationship with ICLS.
11. Counterparts. This NDA may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery of an executed (whether manually or electronically, including by any means compliant with the U.S. Electronic Signatures in Global and National Commerce (ESIGN) Act of 2000) counterpart of this NDA by facsimile, attachment of a file to e-mail or other electronic means shall have the same binding legal effect as delivery of a manually executed original counterpart of this NDA delivered in person.

IN WITNESS WHEREOF, the parties hereto have executed this NDA as of the Effective Date.

[Corporate Member Name]

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By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

International Cinema Lighting Society, a nonprofit mutual benefit corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_